

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: **Chapter 11**
: **Case No. 23-10470 (PB)**
: **(Jointly Administered)**
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NOTICE OF COMMENCEMENT OF CASES
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

-AND-

SUMMARY OF JOINT PREPACKAGED CHAPTER 11 PLAN AND NOTICE OF HEARING TO CONSIDER (A) DEBTORS’ COMPLIANCE WITH DISCLOSURE REQUIREMENTS AND (B) CONFIRMATION OF PLAN OF REORGANIZATION

NOTICE IS HEREBY GIVEN as follows:

1. On March 28, 2023 (the “**Petition Date**”)² PacificCo Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

2. On the Petition Date, the Debtors filed a “prepackaged” plan of reorganization (the “**Prepackaged Plan**”) and a proposed disclosure statement (the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Prepackaged Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors’ voting agent, Kurtzman Carson Consultants, LLC (the “**Voting Agent**”), at www.kccllc.net/Catalina. Copies of the Prepackaged Plan and Disclosure Statement may also be obtained by calling the Voting Agent at (888) 251-2764 (toll

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Catalina Marketing Corporation (9007); PacificCo Inc. (1563); PacificCo Intermediate Corp. (8394); PacificCo Acquisition Corp. (4852); Catalina Marketing Procurement, LLC (9333); Catalina Marketing Technology Solutions, Inc. (8728); Modiv Media, LLC (3507); Cellfire LLC (5599); Catalina Marketing Worldwide, LLC (9687); Catalina-Pacific Media, L.L.C. (3931); CMJ Investments L.L.C. (0561); Supermarkets Online, Inc. (6998); Supermarkets Online Holdings, Inc. (1736); Catalina Marketing Loyalty Holdings, Inc. (3746); and Catalina Digital Holdings, LLC (3488). The Debtors’ principal offices are located at 200 Carillon Parkway, Suite 200, St. Petersburg, FL 33716.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Prepackaged Plan and Disclosure Statement (each as defined herein), as applicable.

free) or (310) 751-2610 (international hotline), emailing the Voting Agent at CatalinaInfo@kccllc.com, or emailing Debtors' counsel at gary.holtzer@weil.com, kevin.bostel@weil.com, or rachael.foust@weil.com.

3. Just prior to the filing of their chapter 11 petitions, the Debtors commenced solicitation of votes to accept or reject the Prepackaged Plan from the holders of Class 4 (First-Out Debt Claims) and Class 5 (Last-Out Debt Claims) of record as of March 24, 2023 (the “**Voting Record Date**”). Only holders of Class 4 (First-Out Debt Claims) and Class 5 (Last-Out Debt Claims) as of the Voting Record Date are entitled to vote to accept or reject the Prepackaged Plan. All other Classes of Claims or Interests are either deemed to accept or reject the Prepackaged Plan and, therefore, are not entitled to vote. **The deadline for the submission of votes to accept or reject the Prepackaged Plan is April 11, 2023 at 4:00 p.m. (Prevailing Eastern Time).**

4. The Debtors are proposing a restructuring (the “**Restructuring**”) that, pursuant to the Prepackaged Plan, will provide substantial benefits to the Debtors and their stakeholders. The Restructuring will effectuate a sale of the Debtors' Japan business and provide for a significant deleveraging of the Debtors' capital structure by wiping out approximately \$260 million in principal amount of prepetition funded debt. The reduced debt burden and the proceeds from the Japan sale transaction will provide the Debtors with sufficient liquidity not only to continue funding their operations, but also to make the necessary capital expenditures and investments to ensure that the Debtors will not only be competitive, but will remain an industry leader going forward.

Summary of the Prepackaged Plan³

5. Solicitation of votes on the Prepackaged Plan commenced prior to the Petition Date. The following chart summarizes the treatment provided by the Prepackaged Plan to each Class of Claims and Interests:

³ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Prepackaged Plan and do not purport to be precise or complete statements of all the terms and provisions of the Prepackaged Plan or documents referred to therein. For a more detailed description of the Prepackaged Plan, please refer to the Disclosure Statement.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Prepackaged Plan	Approx. Percentage Recovery
Class 1	Priority Non-Tax Claims	The legal, equitable, and contractual rights of the holders of Allowed Priority Non-Tax Claims are unaltered by the Prepackaged Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Priority Non-Tax Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Non-Tax Claim shall receive, on account of such Allowed Claim, at the option of the Reorganized Debtors: (i) Cash in an amount equal to the Allowed amount of such Claim or (ii) other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%
Class 2	Other Secured Claims	The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Prepackaged Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive, on account of such Allowed Claim, at the option of the Reorganized Debtors: (i) Cash in an amount equal to the Allowed amount of such Claim, reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or return of the applicable Collateral in satisfaction of the Allowed amount of such Other Secured Claim.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%
Class 3	Super Priority Senior Term Loan Claims	The Super Priority Senior Debt Claims shall be deemed allowed and paid in Cash in full on the Effective Date, in the amount of (i) \$36 million in principal amount, plus (ii) accrued and unpaid interest, fees, expenses, and other obligations arising, due, or owing under or in connections with the Super Priority Term Loan Documents, in each case, through and including the Effective Date.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Prepackaged Plan	Approx. Percentage Recovery
Class 4	First-Out Debt Claims	Each holder of an Allowed First-Out Debt Claim shall be entitled to receive from (and on behalf of) CMC, in full and final satisfaction of such Claim, its pro rata share of the New Term Loan Facility.	Impaired	Yes	Estimated Percentage Recovery: 90% - 100%
Class 5	Last-Out Debt Claims	Each holder of an Allowed Last-Out Debt Claim shall be entitled to receive from (and on behalf of) CMC, in full and final satisfaction of such Last-Out Debt Claim, its pro rata share of 100% of the New Common Stock, subject to dilution by the Management Incentive Plan.	Impaired	Yes	Estimated Percentage Recovery: No More Than 100%
Class 6	General Unsecured Claims	The legal, equitable, and contractual rights of the holders of General Unsecured Claims are unaltered by the Prepackaged Plan. Except to the extent that a holder of a General Unsecured Claim agrees to different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim in the ordinary course of business as if the Chapter 11 Cases had never been commenced.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%
Class 7	Intercompany Claims	All Intercompany Claims shall be paid, adjusted, continued, settled, reinstated, discharged, or eliminated, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors with the consent of the Ad Hoc First Lien Group (such consent not to be unreasonably withheld), as applicable. All Intercompany Claims between any Debtor and a non-Debtor affiliate shall be Unimpaired under the Prepackaged Plan.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%
Class 8	Existing Equity Interests	The Existing Equity Interests shall be cancelled without further action by or order of the Bankruptcy Court.	Impaired	No (Deemed to Reject)	Estimated Percentage Recovery: 0%
Class 9	Intercompany Interests	All Intercompany Interests shall be treated as set forth in Section 5.9 of the Prepackaged Plan.	Unimpaired	No (Deemed to Accept)	Estimated Percentage Recovery: 100%

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION, AND INJUNCTION PROVISIONS IN THE PREPACKAGED PLAN**

PLEASE BE ADVISED THAT THE PREPACKAGED PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

1. **Plan Injunction**

(i) Except as otherwise provided in the Prepackaged Plan, in the Plan Documents, or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold, or may hold Claims or Interests are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in Subsection 10.6(a) of the Prepackaged Plan (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in Subsection 10.6(a) of the Prepackaged Plan (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in Subsection 10.6(a) of the Prepackaged Plan (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Prepackaged Plan, and the Plan Documents, to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Prepackaged Plan and the Plan Documents; *provided*, that nothing contained herein shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Prepackaged Plan and the Plan Documents.

(ii) By accepting distributions pursuant to the Prepackaged Plan, each holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by the Prepackaged Plan, including, without limitation, the injunctions set forth in Section 10.7 of the Prepackaged Plan.

2. Releases

(i) **Releases by the Debtors.** As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce the Prepackaged Plan and the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service and contributions of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, the Released Parties are deemed forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Reorganized Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities, from any and all claims, interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, remedies, or liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Prepackaged Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Restructuring Transactions, the New Term Loan Facility, Super Priority Senior Term Loan Facility, the Senior Term Loan Facility, the negotiation, formulation, or preparation of the Disclosure Statement, the Restructuring Support Agreement and any exhibits or documents relating thereto, the Prepackaged Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to the Prepackaged Plan, any other act or omission, transaction, agreement, event, or other occurrence, or any other relief obtained by the Debtors in the Chapter 11 Case, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is judicially determined in a Final Order to constitute a criminal act or intentional fraud.

(ii) **Releases by Holders of Claims and Interests.** As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce the Prepackaged Plan and the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service and contributions of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, the Released Parties are deemed forever released and discharged by the:

- (a) holders of all Claims and Interests who vote to accept the Prepackaged Plan;

- (b) to the extent permitted by law, each holder of a Claim or Interest whose vote to accept or reject the Prepackaged Plan is solicited but who does not vote either to accept or to reject the Plan but does not opt out of granting the releases set forth in the Prepackaged Plan;
- (c) the Restructuring Support Parties;
- (d) the Senior Term Loan Agent and the Senior Term Loan Collateral Agent;
- (e) the Super Priority Senior Term Loan Agent and the Super Priority Senior Term Loan Collateral Agent;
- (f) each of the other Released Parties; and
- (g) with respect to any Entity in clauses (i) through (vii) of Section 10.7(b) of the Prepackaged Plan, such Entity's (x) predecessors, successors, and assigns, (y) subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity, and (z) all Persons entitled to assert Claims through or on behalf of such Entities with respect to the matters for which the releasing Entities are providing releases,

in each case, from any and all claims, interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, remedies, or liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Prepackaged Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Restructuring Transactions, the New Term Loan Facility, Super Priority Senior Term Loan Facility, the Senior Term Loan Facility, the negotiation, formulation, or preparation of the Disclosure Statement, the Restructuring Support Agreement and any exhibits or documents relating thereto, the Prepackaged Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to the Prepackaged Plan, any other act or omission, transaction, agreement, event, or other occurrence, or any other relief obtained by the Debtors in the Chapter 11 Case, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is judicially determined in a Final Order to constitute a criminal act or intentional fraud. The Persons and Entities in (i) through (vii) of Section 10.7(b) of the Prepackaged Plan shall be

permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under Section 10.7(b) of the Prepackaged Plan against each of the Released Parties.

3. **Exculpation**

To the extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Claim, Interest, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, loss, remedy, or liability for any claim, arising between the Petition Date and the Effective Date, in connection with or arising out of the administration of the Chapter 11 Cases; the New Term Loan Facility, the Management Incentive Plan, the Disclosure Statement, the Restructuring Support agreement, the Restructuring Transactions, the Sale Transaction, and the Prepackaged Plan (including the Plan Documents), or the solicitation of votes for, or confirmation of, the Prepackaged Plan; the funding of the Prepackaged Plan; the occurrence of the Effective Date; the administration of the Prepackaged Plan or the property to be distributed under the Prepackaged Plan; the issuance of Securities under or in connection with the Prepackaged Plan; or the transactions in furtherance of any of the foregoing; except for Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is judicially determined in a Final Order to constitute intentional fraud, gross negligence, or willful misconduct, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Prepackaged Plan. To the extent permitted by section 1125(e) of the Bankruptcy Code, the Exculpated Parties and each of their respective affiliates, agents, directors, officers, employees, advisors, and attorneys have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of Securities pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Prepackaged Plan or such distributions made pursuant to the Prepackaged Plan, including the issuance of Securities thereunder. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS ARE FOUND IN SECTIONS 10.6, 10.7, AND 10.8, RESPECTIVELY, OF THE PREPACKAGED PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PREPACKAGED PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED. UNDER THE PREPACKAGED PLAN, HOLDERS OF CLAIMS OR INTERESTS IN NON-VOTING CLASSES THAT ARE DEEMED TO ACCEPT OR REJECT THE PREPACKAGED PLAN WILL NOT BE DEEMED TO HAVE GRANTED THE RELEASE BY HOLDERS OF CLAIMS AND INTERESTS CONTAINED IN SECTION 10.6 OF THE PREPACKAGED PLAN.

**Hearing to Consider Compliance with Disclosure
Requirements and Confirmation of the Prepackaged Plan**

6. A combined hearing to consider compliance with the Bankruptcy Code's disclosure requirements and any objections thereto and to consider confirmation of the Prepackaged Plan and any objections thereto will be held before the Honorable Philip Bentley, United States Bankruptcy Judge, in Courtroom 601 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408, on **April 28, 2023 starting at 10:00 a.m. (Prevailing Eastern Time)** (the "**Combined Hearing**"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or an announcement of the adjourned date or dates in open court or in a notice filed with the Bankruptcy Court. The adjourned date or dates will be available on the electronic case filing docket and the Voting Agent's website at www.kccllc.net/Catalina.

7. Any objections to the Disclosure Statement and/or the Prepackaged Plan must: (i) be in writing; (ii) filed with the Clerk of the United States Bankruptcy for the Southern District of New York, together with proof of service thereof, and submitted electronically to pb.chambers@nysb.uscourts.gov; (iii) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the estate or property of the Debtors, and state the legal and factual basis for such objection; and (iv) **be served upon the following so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on April 18, 2023:**

- (a) PacificCo Inc., 200 Carillon Parkway, Suite 200, St. Petersburg, FL 33716 (Attn. David Glogoff, Chief Legal Officer);
- (b) proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq., gary.holtzer@weil.com, Kevin Bostel, Esq., kevin.bostel@weil.com and Rachael L. Foust, Esq., rachael.foust@weil.com);
- (c) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019 (Attn: Joshua A. Feltman, Esq., JAFeltman@wlrk.com and Mitchell S. Levy, Esq., MSLevy@wlrk.com), as counsel to Mudrick Capital Management, LP;
- (d) Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111 (Attn: Steven B. Levine, Esq., SLevine@brownrudnick.com and Tia C. Wallach, Esq., TWallach@brownrudnick.com), as counsel to GLAS USA LLC and GLAS Americas LLC, the respective administrative and collateral agents under the Super Priority Credit Agreement and Subordinated Credit Agreement;
- (e) the Internal Revenue Service;
- (f) the Office of the United States Trustee for Region 2, One Bowling Green, Suite 534, New York, New York 10014-1408 (Attn: Brian Masumoto, Esq.,

Brian.Masumoto@usdoj.gov, Tara Tiantian, Esq., Tara.Tiantian@usdoj.gov,
and Daniel Rudewicz, Esq., Daniel.Rudewicz@usdoj.gov);

- (g) counsel to any statutory creditors' committee in these chapter 11 cases; and
- (h) any party that has requested notice pursuant to Bankruptcy Rule 2002.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

Section 341 Meeting

A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “**Section 341(a) Meeting**”) and meeting of equity security holders pursuant to section 341(b) of the Bankruptcy Code (a “**Section 341(b) Meeting**” and collectively with a Section 341(a) Meeting, a “**Section 341 Meeting**”) will be deferred until confirmation of the Prepackaged Plan. **The Section 341 Meeting will not be convened if the Prepackaged Plan is confirmed within seventy-five (75) days after the Petition Date.** If the Section 341 Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the website www.kccllc.net/Catalina not less than twenty-one (21) days before the date scheduled for such meeting, a notice of, among other things, the date, time, and place of the Section 341 Meeting. The meeting may be adjourned or continued from time to time by notice at the meeting, without further notice to creditors.

Dated: New York, New York
March 31, 2023

BY ORDER OF THE COURT

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